

Exhibit A

SUM-100

**SUMMONS
(CITACION JUDICIAL)**

**NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):**

IQ DATA INTERNATIONAL, INC.

**YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

CASSANDRA JONES

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

ELECTRONICALLY FILED
Superior Court of California,
County of Orange

04/05/2017 at 03:40:47 PM

Clerk of the Superior Court
By Marlene Orellana, Deputy Clerk

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 o más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es): **Superior Court of Orange**
700 Civic Center Drive,
Santa Ana 92701

CASE NUMBER:
(Número del Caso): **30-2017-00912979-CL-NP-CJC**

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Todd M. Friedman, 21550 Oxnard St., Suite 780 Woodland Hills, CA 91367, 877-206-4741

DATE: 04/05/2017 David H. Yamasaki, Clerk of the Court
(Fecha)

Clerk, by Marlene R. Orellana, Deputy
(Secretario) (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

Marlene Orellana

NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):

3. ☒ on behalf of (specify): **I.Q. DATA INTERNATIONAL, INC.**
under: ☒ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)

☐ other (specify):

4. ☐ by personal delivery on (date):

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CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Todd M. Friedman, Esq. SBN 216752 Law Offices of Todd M. Friedman 21550 Oxnard St., Suite 780 Woodland Hills, CA 91367 TELEPHONE NO.: 877-206-4741 FAX NO.: 866-633-0228 ATTORNEY FOR (Name): Plaintiff, CASSANDRA JONES		FOR COURT USE ONLY		
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Orange STREET ADDRESS: 700 Civic Center Drive, MAILING ADDRESS: 700 Civic Center Drive, CITY AND ZIP CODE: Santa Ana 92701 BRANCH NAME:				
CASE NAME: CASSANDRA JONES v. IQ DATA INTERNATIONAL, INC.				
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%; padding: 5px;"> CIVIL CASE COVER SHEET <input type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) </td> <td style="width: 30%; padding: 5px;"> <input checked="" type="checkbox"/> Limited (Amount demanded is \$25,000 or less) </td> <td style="width: 40%; padding: 5px;"> Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402) </td> </tr> </table>			CIVIL CASE COVER SHEET <input type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000)	<input checked="" type="checkbox"/> Limited (Amount demanded is \$25,000 or less)
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CASE NUMBER:				
JUDGE:				
DEPT:				

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other P/PI/D/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input checked="" type="checkbox"/> Other non-PI/PD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties | d. <input type="checkbox"/> Large number of witnesses |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence | f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
3. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☒ punitive
4. Number of causes of action (specify): 4
5. This case ☐ is ☒ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: April 5, 2017

Todd M. Friedman

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

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INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check one box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the primary cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort	Contract	Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)
Auto (22)—Personal Injury/Property Damage/Wrongful Death	Breach of Contract/Warranty (06)	Antitrust/Trade Regulation (03)
Uninsured Motorist (46) (<i>if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto</i>)	Breach of Rental/Lease Contract (<i>not unlawful detainer or wrongful eviction</i>)	Construction Defect (10)
	Contract/Warranty Breach—Seller Plaintiff (<i>not fraud or negligence</i>)	Claims Involving Mass Tort (40)
	Negligent Breach of Contract/Warranty	Securities Litigation (28)
Other P/DPD/WD (Personal Injury/Property Damage/Wrongful Death) Tort	Other Breach of Contract/Warranty	Environmental/Toxic Tort (30)
Asbestos (04)	Collections (e.g., money owed, open book accounts) (09)	Insurance Coverage Claims (<i>arising from provisionally complex case type listed above</i>) (41)
Asbestos Property Damage	Collection Case—Seller Plaintiff	Enforcement of Judgment
Asbestos Personal Injury/Wrongful Death	Other Promissory Note/Collections Case	Enforcement of Judgment (20)
Product Liability (<i>not asbestos or toxic/environmental</i>) (24)	Insurance Coverage (<i>not provisionally complex</i>) (18)	Abstract of Judgment (Out of County)
Medical Malpractice (45)	Auto Subrogation	Confession of Judgment (<i>non-domestic relations</i>)
Medical Malpractice—Physicians & Surgeons	Other Coverage	Sister State Judgment
Other Professional Health Care Malpractice	Other Contract (37)	Administrative Agency Award (<i>not unpaid taxes</i>)
Other P/DPD/WD (23)	Contractual Fraud	Petition/Certification of Entry of Judgment on Unpaid Taxes
Premises Liability (e.g., slip and fall)	Other Contract Dispute	Other Enforcement of Judgment Case
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)	Real Property	Miscellaneous Civil Complaint
Intentional Infliction of Emotional Distress	Eminent Domain/Inverse Condemnation (14)	RICO (27)
Negligent Infliction of Emotional Distress	Wrongful Eviction (33)	Other Complaint (<i>not specified above</i>) (42)
Other P/DPD/WD	Other Real Property (e.g., quiet title) (26)	Declaratory Relief Only
Non-P/DPD/WD (Other) Tort	Writ of Possession of Real Property	Injunctive Relief Only (<i>non-harassment</i>)
Business Tort/Unfair Business Practice (07)	Mortgage Foreclosure	Mechanics Lien
Civil Rights (e.g., discrimination, false arrest) (<i>not civil harassment</i>) (08)	Quiet Title	Other Commercial Complaint Case (<i>non-tort/non-complex</i>)
Defamation (e.g., slander, libel) (13)	Other Real Property (<i>not eminent domain, landlord/tenant, or foreclosure</i>)	Other Civil Complaint (<i>non-tort/non-complex</i>)
Fraud (16)	Unlawful Detainer	Miscellaneous Civil Petition
Intellectual Property (19)	Commercial (31)	Partnership and Corporate Governance (21)
Professional Negligence (25)	Residential (32)	Other Petition (<i>not specified above</i>) (43)
Legal Malpractice	Drugs (38) (<i>if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential</i>)	Civil Harassment
Other Professional Malpractice (<i>not medical or legal</i>)	Judicial Review	Workplace Violence
Other Non-P/DPD/WD Tort (35)	Asset Forfeiture (05)	Elder/Dependent Adult Abuse
Employment	Petition Re: Arbitration Award (11)	Election Contest
Wrongful Termination (36)	Writ of Mandate (02)	Petition for Name Change
Other Employment (15)	Writ—Administrative Mandamus	Petition for Relief From Late Claim
	Writ—Mandamus on Limited Court Case Matter	Other Civil Petition
	Writ—Other Limited Court Case Review	
	Other Judicial Review (39)	
	Review of Health Officer Order	
	Notice of Appeal—Labor Commissioner Appeals	

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abacon@toddfllaw.com
Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE
LIMITED JURISDICTION**

CASSANDRA JONES,)	CASE NO.:
)	
PLAINTIFF,)	COMPLAINT
)	
-vs-)	1. Violation of the Fair Debt Collection Practice Act;
)	2. Violation of the Rosenthal Fair Debt Collection Practices Act;
IQ DATA INTERNATIONAL, INC.)	3. Violation of the Fair Credit Reporting Act; and
Defendant.)	4. Violation of California Consumer Credit Reporting Agencies Act
)	
)	JURY REQUESTED
)	
)	(Amount Not to Exceed \$10,000)

I. INTRODUCTION

1. This is an action for damages brought by an individual consumer for Defendant's violations of the Fair Debt Collection Practices Act, 15 U.S.C. §1692 *et seq.* (hereinafter "FDCPA") and the Rosenthal Fair Debt Collection Practice Act, Cal. Civ. Code §1788 *et seq.* (hereinafter "RFDCPA"), both of which prohibits debt collectors from engaging in abusive, deceptive, and unfair practices, and the Fair Credit Reporting Act, 15 U.S.C. §1681 (hereinafter "FCRA") and the California Consumer Credit Reporting Agencies Act, Cal. Civ. Code § 1785.25 (a) (hereinafter "CA CCRA"), both of which regulate the collection, dissemination, and use of consumer information, including consumer credit information.

II. PARTIES

2. Plaintiff, CASSANDRA JONES (hereinafter "Plaintiff"), is a natural person residing in Orange County, and is a "consumer" as defined by the FDCPA, 15 U.S.C. §1692a(3) and a "debtor" as defined by Cal. Civ. Code §1788.2(h), a "consumer" as defined by 15 U.S.C. §1681a.

3. At all relevant times herein, Defendant IQ DATA INTERNATIONAL, INC. (hereinafter "Defendant") was a company engaged, by use of the mails and telephone, in the business of collecting a debt from Plaintiff which qualifies as a "debt," as defined by 15 U.S.C. §1692a(5), and a "consumer debt," as defined by Cal Civ Code §1788.2(f). Defendant regularly attempts to collect debts alleged to be due another, and therefore is a "debt collector" as defined by the FDCPA, 15 U.S.C. §1692a(6), and RFDCPA, Cal Civ Code §1788.2(c)

4. Furthermore, DEFENDANT regularly provided information to consumer reporting agencies and is therefore an "information furnisher" as defined by the FCRA and CCRA. At all relevant times, DEFENDANT was a "person" as that term is defined by 15 U.S.C. §1681a(b).

5. At all relevant times, credit reports as alleged in this pleading are "consumer reports" as that term is defined by 15 U.S.C. §1681a(d).

III. FACTUAL ALLEGATIONS

6. At various and multiple times prior to the filing of the instant complaint, including within the one year preceding the filing of this complaint, Defendant contacted Plaintiff throughout a debt collection company in an attempt to collect an alleged outstanding debt.

7. Furthermore, and at various and multiple times prior to the filing of the instant complaint, including within the one year preceding the filing of this complaint, Defendant reported derogatory information on Plaintiff's credit report. Defendant alleges that Plaintiff still owes a past due balance. However, Plaintiff is informed, upon valid information and belief, that this reporting is inaccurate.

9. As a result, Plaintiff obtained counsel. On October 11, 2016, Plaintiff's counsel sent a notice of representation to Defendant. Plaintiff was not satisfied with Defendant's response.

1 10. §1788.17 of the RFDCPA mandates that every debt collector collecting or
2 attempting to collect a consumer debt shall comply with the provisions of Sections 1692b to
3 1692j, inclusive, of, and shall be subject to the remedies in Section 1692k of, Title 15 of the
4 United States Code statutory regulations contained within the FDCPA, 15 U.S.C. §1692d, and
5 §1692d(5).

6 11. Defendant's conduct violated the FDCPA and RFDCPA in multiple ways,
7 including but not limited to:

- 8
- 9 a) Falsely representing the character, amount, or legal status of Plaintiff's debt
 (15 U.S.C. § 1692e(2)(A));
- 10 b) Communicating or threatening to communicate credit information which is
11 known or which should be known to be false; and
- 12 c) Using false representations and deceptive practices in connection with
13 collection of an alleged debt from Plaintiff (15 U.S.C. § 1692e(10)).

14 12. Defendant furnished inaccurate and false information to the consumer credit
15 reporting agencies. This has resulted in a negative effect on Plaintiff's credit score.

16 13. Plaintiff submitted a written dispute to the credit reporting agencies disputing the
17 validity of the reporting furnished by Defendant. Around the same time, Plaintiff sent Defendant
18 a letter requesting a removal of the reporting from the credit agencies.

19 14. Defendant is aware that the credit reporting agencies to which they are providing
20 this information are going to disseminate this information to various other persons or parties who
21 will be reviewing this information for the purpose of extending credit, insurance or employment
22 and that they have already done so.

23 15. As a result of Defendant's inaccurate reporting of Plaintiff's accounts, Plaintiff's
24 credit score decreased. Plaintiff was and/or will be denied future loans due to the derogatory
25 items placed by Defendant on Plaintiff's credit report.

26 16. The inaccurate information negatively reflects upon the Plaintiff, Plaintiff's credit
27 repayment history, Plaintiff's financial responsibility as a debtor and Plaintiff's credit worthiness.

28 17. The credit reports have been and continue to be disseminated to various persons
and credit grantors, both known and unknown.

1 18. Plaintiff has been damaged, and continues to be damaged, in the following ways:

- 2 a. Emotional distress and mental anguish associated with having incorrect
3 derogatory personal information transmitted about Plaintiff to other people
4 both known and unknown; and
5 b. Decreased credit score which may result in inability to obtain credit on future
6 attempts.
7 c. Out of pocket expenses associated with disputing the information only to find
8 the information to remain on the credit report;

9 19. At all times pertinent hereto, Defendant was acting by and through its agents,
10 servants and/or employees who were acting within the course and scope of their agency or
11 employment, and under the direct supervision and control of Defendant herein.

12 20. At all times pertinent hereto, the conduct of Defendant, as well as that of its agents,
13 servants and/or employees, was malicious, intentional, willful, reckless, and in grossly negligent
14 disregard for federal and state laws and the rights of PLAINTIFF herein.

15 21. Defendant violated sections 1681n and 1681o of the FCRA by engaging in the
16 following conduct that violates 15 U.S.C. §1681s-2(b):

- 17 a. Willfully and negligently continuing to furnish and disseminate inaccurate and
18 derogatory credit, account and other information concerning the Plaintiff to
19 credit reporting agencies and other entities despite knowing that said
20 information was inaccurate; and,
21 b. Willfully and negligently failing to comply with the requirements imposed on
22 furnishers of information pursuant to 15 U.S.C. §1681s-2.

23 22. Defendant's conduct was a direct and proximate cause, as well as a substantial
24 factor, in causing the injuries, damages and harm to PLAINTIFF that are outlined more fully
25 above, and as a result, Defendant is liable to compensate PLAINTIFF for the full amount of
26 statutory, actual and punitive damages, along with attorneys' fees and costs, as well as such other
27 relief permitted by law.

28 23. Further, Defendant failed to notify PLAINTIFF of their intention to report
negative information on their credit reports. Defendant then failed to correct the disputed
information within thirty days of PLAINTIFF' dispute of that information.

24. As a result of the above violations of the FDCPA, RFDCPA, FCRA, and CCRA,
PLAINTIFF suffered and continue to suffer injury to PLAINTIFF' feelings, personal humiliation,

1 embarrassment, mental anguish and emotional distress, and Defendant is liable to PLAINTIFF
2 for PLAINTIFF'S actual damages, statutory damages, and costs and attorney's fees.

3 **COUNT I: VIOLATION OF FAIR DEBT**
4 **COLLECTION PRACTICES ACT**

5 25. Plaintiff reincorporates by reference all of the preceding paragraphs.

6 26. To the extent that Defendant's actions, counted above, violated the FDCPA, those
7 actions were done knowingly and willfully.

8 **PRAYER FOR RELIEF**

9 WHEREFORE, Plaintiff respectfully prays that judgment be entered against Defendant
10 for the following:

- 11 A. Actual damages;
12 B. Statutory damages for willful and negligent violations;
13 C. Costs and reasonable attorney's fees; and
14 D. For such other and further relief as may be just and proper.

15 **COUNT II: VIOLATION OF ROSENTHAL**
16 **FAIR DEBT COLLECTION PRACTICES ACT**

17 26. Plaintiff reincorporates by reference all of the preceding paragraphs.

18 **PRAYER FOR RELIEF**

19 WHEREFORE, Plaintiff respectfully prays that judgment be entered against Defendant
20 for the following:

- 21 A. Actual damages;
22 B. Statutory damages;
23 C. Costs and reasonable attorney's fees; and,
24 D. For such other and further relief as may be just and proper.

25 **COUNT III: VIOLATION OF THE FAIR CREDIT REPORTING ACT**

26 27. Plaintiff incorporates by reference all of the preceding paragraphs.

27 28. To the extent that Defendant's actions, counted above, violated the FCRA, those
28 actions were done knowingly and willfully.

///

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully prays that judgment be entered against the Defendants for the following:

- A. Actual damages;
- B. Statutory damages for willful and negligent violations;
- C. Costs and reasonable attorney's fees; and,
- D. For such other and further relief as may be just and proper.

COUNT IV: VIOLATION OF THE CALIFORNIA CONSUMER CREDIT REPORTING AGENCIES ACT

29. Plaintiff incorporates by reference all of the proceeding paragraphs.

30. California Civil Code § 1785.25 (a) states that a "person shall not furnish information on a specific transaction or experience to any consumer credit reporting agency if the person knows or should know the information is incomplete or inaccurate."

31. California Civil Code § 1785.25 (b) states that a furnisher that determines a report to a credit reporting agency is not accurate or complete shall promptly notify the consumer reporting agency of that determination and provide corrections to the consumer reporting agency that is necessary to make the information complete and accurate.

32. California Civil Code § 1785.25 (c) provides that if the completeness or accuracy of any information on a specific transaction or experience provided to a consumer reporting agency is disputed by the consumer, the furnisher may not continue reporting the information unless it provides a notice to the consumer reporting agency that the information is disputed by the consumer.

33. Defendant negligently and willfully furnished information to the credit reporting agencies it knew or should have known was inaccurate.

34. Based on these violations of Civil Code § 1785.25 (a), Plaintiff is entitled to the remedies afforded by Civil Code § 1785.31, including actual damages, attorney's fees, pain and suffering, injunctive relief, and punitive damages in an amount not less than \$100 nor more than \$5,000, for each violation as the Court deems proper.

///

///

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that judgment be entered against Defendant for the following:

- (a) Actual damages;
- (b) Statutory damages;
- (c) Costs and reasonable attorney's fees;
- (d) For such other and further relief as the Court may deem just and proper.

PLAINTIFF HEREBY REQUESTS A TRIAL BY JURY

Respectfully submitted this 5th day of April, 2017

By: _____

Todd M. Friedman, Esq.
Law Offices of Todd M. Friedman, P.C.
Attorney for Plaintiff